

Contract no. 1413

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**A G R E E M E N T**

**between**

**BOROUGH OF BLOOMINGDALE  
Passaic County, New Jersey  
("Borough")  
Clerical Unit**

**and**

**LOCAL 911, INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES**

**JANUARY 1, 1991 through DECEMBER 31, 1993**

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## PREAMBLE

The provisions of this agreement are intended to provide:

- a. conditions of employment and incentives which are fair and equitable;
- b. fair personnel administration to stimulate employee morale;
- c. job security subject to good behavior, satisfactory performance and the availability of funds.

## ARTICLE 1. RECOGNITION

Section 1. The borough recognizes Local 911, International Union of Production, Clerical & Public Employees, as the sole and exclusive bargaining agency for all clerical employees, employed by the Borough of Bloomingdale, including clerk-tax collector's office, clerk's office; secretary-police department; payroll clerk, clerk-borough office; clerk-treasurer's office; Revenue Collector-water/sewer department; Ass. Bookkeeping/Finance; and Secretary Construction office/Planning Board who were on the payroll for the pay period ending August 10, 1987. Excluding are all blue collar employees, confidential employees, managerial executives professional employee craft employees, police employees, firefighters and supervisors within the meaning of the Act. This recognition shall not impair the rights of any employee, group of employees, and/or elected/appointed officials under the New Jersey Constitution, or any applicable law or State administration regulation now or hereafter enacted or promulgated.

## Section 2. Dues Check off

The Borough agrees to deduct monthly membership dues from the pay of those employees who individually and voluntarily request, in writing, that such deductions be made on a form agreed upon between the Borough and the Union and consistent with applicable law. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15th of the month after the month in which said deductions are made.

Section 3. Any written dues deduction authorization form may be withdrawn by an employee, in writing, and said deduction shall be discontinued as of January 1, or July 1, next succeeding the date on which the notice of withdrawal is filed.

Section 4. The Union agrees to indemnify and hold harmless the Borough from any cause of action claims or loss or damages incurred as a result of this clause.

Section 5. This Borough agrees to comply with all revisions of the New Jersey Employer-Employee Relations Act as amended to establish "agency shop" in the public sector. The fair share payment for non-members of the Union shall be 85% of the established dues structure and shall be made payable in accordance with the "Agency Shop Act".

## ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be deemed to have been in full force and effect from 1 January, 1991, through and including 31 December, 1993. All monetary benefits hereunder shall apply retroactively to January 1, 1991 and payments of any monies hereby due shall be made as soon after the execution of this Agreement as may be practical. Collective negotiations on the terms of the new Agreement shall commence no later than 1 October, 1993, or as otherwise mandated by the N.J. Employers-Employees Relations Act. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a New Agreement.

## ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes that the Borough has the right and responsibility to manage Borough business and direct Borough personnel, including the right to hire, discharge and suspend as provided by law. The Borough reserves to itself exclusive determination of all matter pertaining to schedules, work assignments and deployment of any and all resourcee, including:

the right to publish and enforce work rules, so long as said rules are not inconsistent with this Agreement; and the right to add, change, interpret or eliminate personnel policies practices and rules whenever deemed in the best interest of the Borough.

All paid employees covered by this Agreement shall be subject to any rules of official conduct established by policies, rules and regulations within the Borough's prerogative. Wherever provision is made for leaves, allowances, benefits or privileges, such leaves, allowances, benefits or privileges shall only apply to full-time permanent employees unless otherwise specified or required by law.

Section 2. The Borough recognizes its duty and responsibility from coercion or intimidation of any employees and from solicitation of funds or contributions or causing the same.

Section 3. The Borough undertakes to recognize and encourage meritorious actions on the part of its officials and employees. Letters of commendation concerning Borough employees from superiors or from members of the public shall be directed to the attention of the

Governing Body and recorded in the employee's file. The Governing Body may also, on its own motion, initiate commendation to be made and recorded in the employee's file. Copies of filed letters of commendation shall be given to the employee.

Section 4. Suggestions and opinions from employees are solicited in written form in order to have them on record in the employee's file. Such suggestions from employees should be directed to the Borough Administrator.

Section 5(a). The Borough may impose suitable sanctions against any employee for cause, including the violation of work or departmental or work unit rules and regulations in accordance with the provisions of this Article.

(b). The Borough reserves the right in its discretion to impose suitable sanction for a breach of discipline by an employee. The range of sanctions includes the following: verbal reprimand, written memorandum of censure, transfer, suspension without pay, demotion in rank, dismissal from employment.

(c). The Borough Administrator may reprimand, censure, transfer within the bargaining unit, or suspend without pay for a period not exceeding five (5) days.

(d). The following acts, which shall not be deemed to exclude other acts not specifically set forth, shall be cause for suitable action concerning the employee at the discretion of the Borough:

Absence without leave or failure to report after scheduled leave has expired or after such leave has been disapproved or revoked.

Neglect of duty or lateness.

Incapacity due to mental or physical health disability.

Breach of discipline.

Consumption of alcoholic beverages while on duty.

Violation of this Agreement.

Violation of work or departmental or work unit rules and regulations.

Commission of a crime.

Engaging in any work slowdown or stoppage.

Conduct unbecoming a public employee.

#### ARTICLE 4. WORK PERIODS

Section 1. The regular work week for full time employees assigned tot he clerical bargaining unit shall be Monday to Friday with hours scheduled 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., inclusive.

Section 2. Accurate and complete time and attendance records shall be maintained and certified by the employee and the Borough Administrator.

Section 3. Any lateness, whether or not authorized, shall be recorded with explanation. Recurring lateness may be the basis for suitable action taken by the Borough concerning the employee. The Borough Administrator to take such appropriate action.

Section 4. Each employee shall give prior notification to the Borough Administrator without delay of complete or partial absence from assignment during the work day.

Section 5. Notwithstanding the above provisions the first seven (7) minutes of scheduled work shall constitute a period of grace in which an employee shall not be considered late if he begins work after his scheduled beginning time.

Section 6. Each employee undertakes to devote his full working time to the performance of his job.

Section 7. Employees shall be entitled to a one (1) hour lunch break between 12 p.m. and 2 p.m. Compensatory time shall be given to employees who are directed to work through the lunch break.

#### ARTICLE 5. COMPENSATION

Section 1. Effective January 1, 1991, all employees covered by this agreement shall be entitled to receive the pay raises for their particular job.

Section 2. When a question arises as to the interpretation of a duty or requirement in any position, it shall be processed through the Grievance Procedure.

Section 3. All employees in the bargaining unit shall receive an increase of six percent (6%) across the board which shall be retroactive to January 1, 1991.

Section 3(b). The following employees shall also receive a base adjustment to \$18,000 January 1, 1991 after the six (6%) percent increase: P. Pellington, B. Mc Namara, L. Scheibner and H. Minogue.

Section 3(c). In addition to the increases provided under Section 3, all employees who qualify for a longevity increase under Article 5A shall receive the increase effective January 1, 1991 and thereafter.

Section 4. All employees in the Bargaining Unit shall receive an increase of five percent (5%) across the board which shall be retroactive to January 1, 1992.

Section 5. All employees in the bargaining unit shall receive an increase of five percent (5%) across the board which shall be effective January 1, 1993.

#### ARTICLE 5.A LONGEVITY

Effective January 1, 1991, in addition to the wages spelled out in Article 5, all employees subject to this contract shall receive longevity compensated in accordance with the following schedule, which shall be added on to their base salary.

5 years	- 2%
10 years	- 3%
15 years	- 4%
20 years	- 5%
25 years	- 6%
30 years	- 7%
35 years	- 8%

The above longevity shall be paid on the anniversary date of hire..

#### ARTICLE 6. OVERTIME

Section 1. Overtime shall occur only in case of emergency with the prior approval of the Borough Administrator. The policy of the Borough is to avoid the occurrence of overtime whenever possible.

Section 1(a). Overtime shall be compensated on the basis of hourly time and one half (1- $\frac{1}{2}$ ).

Section 2. All hours worked in excess of thirty five (35) hours in a work week or on Saturday shall be paid for at the rate of time and one half (1- $\frac{1}{2}$ ) the employee's regular rate of pay.

Section 3. All hours worked on a Sunday shall be paid for at the rate of two (2) times the employee's regular rate of pay.

Section 4. All hours worked on a Borough recognized holiday shall be paid for at the rate of time and one half (1- $\frac{1}{2}$ ) the employee's regular rate of pay plus the holiday pay.

Section 5. Any employee that must attend meetings beyond their normal work day me be compensated for those hours at time and one half (1- $\frac{1}{2}$ ) pay, not comp time.

## ARTICLE 7. HOLIDAYS

Section 1. Provided certain requirements listed in the third Section of this Article are met by a full time employee, the following thirteen (13) days shall constitute holiday leave with pay:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Two (2) floating holidays (one (1) week's notice required or at the discretion of administrator). One (1) week notice may be waived by Borough Administrator.

Section 1(b). The employees shall have the option, after giving the Borough seven (7) calendar days prior notice, to select either the Employee's Birthday or a second Floating Holiday as an additional paid holiday.

Section 2. Holiday falling on Saturday shall be observed Friday preceding. A holiday falling on Sunday shall be observed Monday following.

Section 3. Certain requirements must be met by the employee for holiday leave:

- a. Scheduled work complete the workday before and the workday after the holiday within a scheduled work week.

Section 4. Holiday leave for a holiday shall be granted other than on the date of the holiday if the date of the holiday occurs during vacation.

Section 5. Holiday leave is not cumulative.

Section 6. On a scheduled work day which coincides with the last working day before Christmas and New Year. It shall be Borough policy to shorten the working hours provided all required work is completed.



## ARTICLE 8. VACATION LEAVE

Section 1. Full time employees shall be entitled to vacation leave with pay measured by the length of employment in service years which shall accrue on a prorated monthly basis as follows:

<u>Length of Employment in Service Years</u>	<u>Vacation Days</u>
For the first year of service	6
2 - 3	12
3 - 4	13
4 - 5	14
5 - 6	15
6 - 7	16
7 - 8	17
8 - 9	18
9 - 10	19
10 - 11	20
11 - 12	21
12 - 13	22
13 - 14	23
14 - 15	24
15 - 16	25
16 - 17	26
17 - 18	27
18 - 19	27
20 and over	28

Section 2. All vacation requests shall be submitted to the Borough Administrator for approval on or before March 1 of each calendar year.

Section 3. The Borough shall treat all requests for vacation leave on the basis of preference according to length of continuous service where possible, with a minimum of delay or inconvenience and meeting staffing requirements.

Section 4. Vacation leave is not cumulative beyond the current year, except for no more than five (5) days upon approval of the Borough Administrator, with said five (5) days maximum not to extend beyond March 31.

## ARTICLE 9. LEAVES

### Section 1. Leaves of Absence Without Pay

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons when the leave is desired and the expected return to duty date.

Any employee leaving a position prior to receiving such written authorization by the Borough Administrator shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

#### ARTICLE 10. SICK LEAVE

Section 1. Each permanent full time employee shall be entitled to fifteen (15) days sick leave per annum.

Section 1(a). Sick leave is defined as leave with pay granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position, or who is quarantined by a physician because of exposure to a contagious disease.

Section 2. Each permanent full time employee may accumulate without limit his unused sick leave for sickness.

Section 3. For purpose of retirement, employees may accumulate up to 180 days of unused sick leave. Upon retirement, an employee may have one of two options:

- a. To be reimbursed at the rate of one half (1/2) days pay for each accumulated sick day up to a maximum of 90 full days pay at the then existing rate, or
- b. To take terminal leave equal to the number of days so calculated to a maximum of 90 days.

Section 4. Employees shall be paid one half (1/2) their daily rate of pay on or before February 1st of the ensuing year for each unused sick leave day in the prior calendar year up to a maximum of six (6) days pay. All unused sick leave days shall be accumulated in accordance with Section 3 above, that is, for retirement accumulation and the balance thereof (difference between the leave bought back and the unused leave\*) shall be applied to sick leave accumulation; or the employee shall have the option to be compensated at the rate of \$10.00 per day paid on or before February 1st of the ensuing year for unused sick leave days and all to be applied to the accumulation referenced in Section 2 and 3 above. An employee must choose either the buy back provision (1/2 day pay for each unused sick day up to a maximum six (6) sick days pay) or the \$10.00 per day for each unused sick day option.

The employee shall notify the Employer by October 15th of each year regarding which option he elects.

Section 5. In his discretion, the Borough Administrator or his designee, may require the employee to provide the Borough with acceptable medical evidence attesting to said employee's inability to work if the sick leave extends for three (3) consecutive working days or more than five (5) days during the course of one year. In the event acceptable medical evidence is so required but is not forthcoming, the employee shall be paid only for a maximum of three (3) days.

Any period of illness in which consecutive days are taken as sick days shall count as one (1) day for the purpose of the requirements of medical evidence for taking five (5) days during the course of the year.

Whenever reasonably possible, the employee must report the need for sick leave prior to his assigned starting time. An employee failing to do so will be considered absent without leave and may not be paid for that day, in the Administrator's discretion.

\*Example: An employee taking no sick leave during the year would receive 6 days pay. Nine (9) days would be credited toward the sick leave accumulation for sick leave purpose and 15 days would be credited for terminal leave purposes.

Section 6. Each employee shall be entitled to four (4) personal days per year for attending to personal matters, of the total fifteen (15) sick days allotted per calendar year.

Section 7. Sick leave benefits granted any other Borough employees exceeding the benefits stated herein shall also be granted to the employees covered by this Agreement.

#### ARTICLE 11. LEAVES OF ABSENCE

Section 1. Bereavement leave with regular pay shall be granted as follows:

- a. Death of spouse, child, parent, brother or sister - 3 working days.
- b. Death of spouse's child, parent, brother or sister - 3 working days.
- c. Death of relative living under the same roof - 3 working days.
- d. Death of grandparent not living under the same roof - 1 working day.

Section 2. Military leave without pay shall be granted to any employee entering extended active military service.

Section 3. Court attendance leave with pay equal to the difference between regular pay and compensation received for attendance in any action not of the employee's initiative or in any action related to Borough matters shall be granted to any employee who is compelled to attend court (or who is called for jury duty) during regular work hours.

Section 4. Personal leave without pay may be requested, in writing, by the employee at least three (3) days prior to the start of the requested leave. Borough approval shall be based upon the recommendation of the Borough Administrator. Such leave shall be for a limited and definite period. The Borough, through the Borough Administrator, shall verify acceptance or rejection of a request for personal leave within two (2) days of receipt of request. Any rejection of a request for personal leave shall set forth the reasons for said rejection in writing.

## ARTICLE 12. ASSIGNMENTS

Section 1. Assignments of personnel, including appointments, promotion, transfers, shall be made on the basis of qualifications of education, training, prior experience and personnel fitness, without regard to race, religion, sex, national origin, or personal, family or political affiliations, but within the unreviewable discretion of the Governing Body. It is the policy of the Borough to give reasonable preference in employment to qualified residents of the Borough, where permitted by law.

Section 2. Except when statutory requirements direct otherwise, newly-hired employees and permanent employees assigned to new positions shall be considered on probation for a reasonable period of time of not less than six (6) months, to be determined by the Borough Administrator or his/her designee.

Section 3. If a position vacancy occurs, the Borough shall give prior consideration to transferring or upgrading a permanent employee, or to hiring a Borough resident, in that order of priority, provided:

- a. It is deemed practicable and in the best interest of the Borough.
- b. The employee or resident is qualified for the vacant position.

The Borough shall also give equal consideration to the seniority of a permanent employee. However, the Borough shall not be restricted in its choice for filling positions by these prior considerations, and the ultimate decision shall be in the unreviewable discretion of the Governing Body.

Section 4. Nothing in this Section shall prevent the Borough from temporarily assigning to any job or vacancy any person of its selection pending the selection of a permanent appointee.

Section 5. If a temporary job or position is to be filled by transfer, the Borough shall give prior consideration to seniority, provided:

- a. It is deemed practicable and in the best interest of the Borough;
- b. The employee is qualified.

Section 6. Any employee who is in a probationary or temporary period of employment in a position may be required to be medically examined or be subject to investigation of references as deemed necessary by the Borough.

#### ARTICLE 13. HEALTH INSURANCE

Section 1. The Borough agrees to continue to provide the current Health Insurance and Dental Plan coverage during the term of this Agreement for all full time employees and the eligible members of their families.

Section 2. The Borough reserves the right to change insurance carriers during the term of this Agreement so long as equal or better benefits are provided.

Section 3. Health and Dental insurance coverage with benefits granted any other Borough employees (excluding autonomous bodies) exceeding the benefits of current coverage shall also be granted to the eligible persons covered by this Agreement.

#### ARTICLE 14. ACCIDENTS AND SAFETY

Section 1. All accidents occurring while on the job must be reported as soon as possible to the Borough Administrator, or in his/her absence the designee. All accidents shall be reported to the appropriate Insurance Carrier within the time period required by the Carrier. The accident report forms are to be prepared by the Department Head, but does not include non-accident claims.

Section 2. The Borough Police Department shall be called to the scene of any and all accidents involving Borough vehicles. If an accident takes place outside the Borough's boundaries, the employee shall call the police department at the place of the accident, and/or the New Jersey State Police. In the event there are injuries or damage, the employee, as a licensed New Jersey driver, is required by statute to file a report which he/she must prepare and forward to the Motor Vehicle Bureau in Trenton.

#### ARTICLE 15. GRIEVANCES

Section 1. A grievance is defined as any complaint of an employee regarding wages, hours of work or other conditions of employment provided in this Agreement.

Section 2. The following procedure is established for a grievance:

a. The grievance must be reported to the Department Head within three (3) working days after the matter grieved has occurred.

b. The Department Head shall discuss the grievance with the grieving party or representative within five (5) working days after his/her office has received notice of the grievance.

c. Within five (5) working days after the Department Head has heard the grievance, the grieving party may file a written description of the matter grieved with the office of the Borough Administrator. The Borough Administrator shall hear the grieving party or representative within five (5) working days after the written grievance has been filed. The Borough Administrator shall render a written decision within five (5) working days after this hearing.

d. Within five (5) working days after a written decision must be rendered by the Borough Administrator, the grieving party or representative may file a written grievance with the office of the Borough Clerk directed to the Mayor and Council. The Mayor and Council shall render a decision or hear the grieving party within thirty (30) days after notice to the Borough Clerk's office. If the grievance is heard, the grieving party may be accompanied by a Committee representative or any attorney of the party's choice or both. Mayor and Council must render a written decision of the grievance within thirty (30) working days after the date of the hearing.

e. The written decision of the Mayor and Council shall be final and binding, except that within fifteen (15) days after receipt of the decision, the Union may request arbitration of the grievance. The arbitrators shall be selected mutually by the Union and the Borough from a panel of proposed Arbitrators pursuant to the normal procedures adopted by the N.J.P.E.R.C.

The Arbitrator shall interpret the provisions of this Agreement, and shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement. Arbitration shall be binding upon the parties.

Section 3. It is expressly agreed between the parties that matters involving discipline, promotions and hiring are managerial prerogatives and are not subject to grievance or binding arbitration.

#### ARTICLE 16. MISCELLANEOUS

Section 1. ALTERATION OF AGREEMENT - No agreement or amendment shall be binding on any of the parties hereto unless such agreement is made and executed in writing between the parties.

Section 2. NON-DISCRIMINATION - The Borough and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or Union membership.

ARTICLE 17. BULLETIN BOARD

The Borough shall provide a bulletin board for the use of the Union in a place that is accessible to all employees. This bulletin board may be used for the posting of official Borough communications.

ARTICLE 18. JOB POSTING

Section 1. The Borough must post job vacancies stating classifications, for five (5) days.

Section 1a. The representative of the Union will be notified of all permanent vacancies or promotions for full time positions incorporated in this Agreement and the posting will be provided on the employees' bulletin board for a minimum of five (5) working days.

Section 2. It is agreed that preference will be given to the candidates who qualify from within the bargaining unit for the vacant or newly created position, but the selection shall be in the unreviewable discretion of the Governing Body.

Section 3. All applicants for vacancies and/or promotional positions shall receive an interview as well as a written reply to the status of the position(s) in question.

ARTICLE 19. EDUCATIONAL FUND

Effective January 1, 1991, the Employer shall contribute one cent (\$.01) per hour for each hour the employee works, and submit such monies to the Local 911 Educational Fund, which Fund will include Local 911 members. Such Fund is to be administered in accordance with the Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 20. OTHER MATTERS

Section 1. The parties agree that as to all other working conditions and benefits, the provisions of N.J.S.A. 34:13A-5.3 shall govern.

Section 2. This Agreement shall become effective January 1, 1991 and shall continue in full force and effect until December 31, 1993, or until there has been a new Agreement mutually agreed upon and executed by the parties hereto, whichever occurs later.

IN WITNESS WHEREOF, the parties hereto have subscribed their hand and seals at the Borough of Bloomingdale, New Jersey, this 9 day of June, 1992.

MAYOR AND COUNCIL OF THE  
BOROUGH OF BLOOMINGDALE

BY: 

MAYOR

LOCAL 911, INTERNATIONAL UNION  
OF PRODUCTION, CLERICAL & PUBLIC  
EMPLOYEES

BY: 

PRESIDENT

Attest:

  
Borough Clerk

Attest:

COMMITTEE

  


  
